



June 3, 2013



VIA E-FILING & OVERNIGHT MAIL

Walter Thomas, Jr., Secretary
Alabama Public Service Commission
100 North Union Street, Suite 850
Montgomery, AL 36104

Re: Request for Approval of an Adoption of the Resale Agreement between CenturyLink and Granite Telecommunications, LLC by Slappey Telephone, Inc. entities operating in Alabama

Dear Mr. Thomas:

Pursuant to Alabama Public Service Commission (Commission) Rule T-27 and the Telecommunications Act of 1996 (the Act), attached are the original and one (1) copy of the Adoption of the Resale Agreement between CenturyTel of Alabama, LLC d/b/a CenturyLink; Gulf Telephone Company d/b/a CenturyLink, and Granite Telecommunications, LLC by Slappey Telephone, Inc. operating in Alabama (Slappey). This document has been filed with the Commission via the electronic filing system.

Both parties represent that to the best of their knowledge, this Agreement does not discriminate against any other telecommunications carriers and that this Agreement is consistent with the provisions of the Telecommunications Act of 1996. Both parties respectfully request Commission approval of this Agreement.

If there are any questions regarding this matter please contact Roberta Cooper at 850-599-1563.

Sincerely,

/s/ John J. Schremser

John J. Schremser

State Regulatory & Legislative Affairs Manager

cc: Slappey Telephone, Inc.



**Adoption of the
Resale Agreement**

By

Slappey Telephone, Inc.

And

**CenturyTel of Alabama, LLC dba CenturyLink;
Gulf Telephone Company dba CenturyLink**

**Adopting the
Resale Agreement**

Between

**CenturyTel of Alabama, LLC dba CenturyLink;
Gulf Telephone Company dba CenturyLink**

And

Granite Telecommunications, LLC

For the State of Alabama

Expiration: June 20, 2014

Adoption of the Resale Agreement

This Adoption of the Resale Agreement ("Agreement") is entered into by and between Slappey Telephone, Inc., ("Slappey"), an Alabama corporation, and CenturyTel of Alabama, LLC dba CenturyLink, an Alabama corporation; Gulf Telephone Company dba CenturyLink (collectively referred to herein as "CenturyLink" without diminishing or affecting the separate and distinct legal entity status of each CenturyLink ILEC operating company), which are collectively referred to herein as "the Parties", to establish the rates, terms and conditions for Resale Services for the state of Alabama.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Resale Agreement for the state of Alabama entered into by and between Granite Telecommunications, LLC, and CenturyTel of Alabama, LLC dba CenturyLink; Gulf Telephone Company dba CenturyLink dated June 20, 2012, as filed with the Alabama Public Service Commission ("Adopted Agreement")
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that agreement.
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 1.4 Unless otherwise stated differently in the Agreement, all CenturyLink obligations are CenturyLink ILEC operating company-specific obligations and are not obligations that are jointly-provided or otherwise shared between the listed operating companies as a collective entity.

2. PARTIES

For the purposes of this Agreement, Slappey is hereby substituted in the Adopted Agreement for Granite Telecommunications, LLC. and CenturyLink shall remain as the other Party to the Adopted Agreement.

3. PROVISIONS

- 3.1 The Terms of the Granite Telecommunications, LLC Agreement are being adopted in its entirety by Slappey pursuant to its statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Slappey's 252(i) election.
- 3.2 Should Slappey attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

4. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to

accommodate required initial processes. In the event that the Parties currently have an existing Interconnection Agreement, this Agreement shall replace the existing Interconnection Agreement in its entirety beginning on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under the prior Agreement.

5. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

To CenturyLink:
CenturyLink
Director Wholesale Contracts
930 15th Street, 6th Floor
Denver, CO 80202
Email: intagree@centurylink.com
Phone: 303-672-2879

With Copy to:
CenturyLink Law Department
Associate General Counsel - Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Email: Legal.Interconnection@centurylink.com
Phone: 303-383-6553

To Slaphey:
Slaphey Telephone, Inc.
Attention: Wanda Allison
Address: 4260 Cahaba Hts. CT
Birmingham. AL 35243
Email: wanda.allison@slaphey.com
Phone: 205-967-1777

REGULATORY REQUIREMENTS

- 5.1 Slaphey represents and warrants that it is authorized to provide telecommunications services in the State of Alabama.
- 5.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

IN WITNESS WHEREOF, Slaphey and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

Slaphey Telephone, Inc

DocuSigned by:

Wanda J. Allison

Signature

Wanda J. Allison
Printed Name

Facility Engineer
Title

5/29/2013
Date

CenturyTel of Alabama, LLC dba
CenturyLink;
CenturyLink;
Gulf Telephone Company dba CenturyLink

L T Christensen

Signature

L. T. Christensen
Printed Name

Director – Wholesale Contracts
Title

5/29/2013
Date